

EASEMENT

1 THIS INSTRUMENT, made this 5th day of October, in the year  
2 of our Lord, nineteen hundred and forty-nine, between SOREN M. and  
3 JEANNIE H. PETERSEN, parties of the first  
part, and the CITY OF RIVERSIDE, a municipal corporation of the State of Calif-  
4 ornia, the party of the second part:

5 WITNESSETH: That said parties of the first part, for and in consideration  
6 of the sum of One Dollar (\$1.00), lawful money of the United States of America,  
7 to them in hand paid by the party of the second part, the receipt whereof is  
8 hereby acknowledged, do by these presents grant unto said party of the second  
part a perpetual easement and right-of-way for the construction, reconstruction,  
9 inspection, maintenance, operation and repair of STORM DRAIN, hereinafter termed  
10 "structure", in, under and along that certain parcel of land in the City of  
11 Riverside, County of Riverside, State of California, described as follows, to-wit:

12 The westerly 10 feet of the southerly 106.34 feet of the northerly  
13 1056.47 feet of the northeast quarter of the northwest quarter of  
14 Section 34, Township 2 South, Range 5 West, San Bernardino Base  
15 and Meridian.

16 TOGETHER WITH the right to enter upon and to pass and repass over and  
17 along said strip of land, and to deposit tools, implements and other material  
18 thereon by said party of the second part, its officers, agents and employes, and  
19 by persons under contract with it and their employes, whenever and wherever  
20 necessary for the purpose of constructing, reconstructing, inspecting, maintain-  
21 ing, operating or repairing said structure.

22 IT IS UNDERSTOOD THAT the parties of the first part do hereby waive any  
23 claim for any and all damages to the real property owned by the parties of the  
24 first part contiguous to the lands hereby covered by this easement, by reason  
25 of the location, construction or maintenance of the structure.

26 IN CONSIDERATION of the foregoing grant, the party of the second part  
27 hereby agrees that in the event said structure is constructed, same shall be  
28 constructed in a first-class, workmanlike manner.

29 IN WITNESS WHEREOF, the said parties of the first part have hereunto  
30 executed the within instrument the day and year first above written.

31 /s/ Soren M. Petersen

32 /s/ Jennie H. Petersen

EASEMENT

1 THIS INSTRUMENT, made this 5th day of October, in the year  
2 of our Lord, nineteen hundred and forty-nine, between SOREN M. and  
3 JENNIE H. PETERSEN, parties of the first  
part, and the CITY OF MURFRESBEE, a municipal corporation of the State of Calif-  
4 ornia, the parties of the **second part**:

5 **WITNESSETH:** That said parties of the first part, for and in consideration  
6 of the sum of one dollar (\$1.00), lawful money of the United States of America,  
7 to them in hand paid by the party of the second part, the receipt whereof is  
8 hereby acknowledged, do by these presents grant unto said party of the second  
9 part a perpetual easement and right-of-way for the construction, reconstruction,  
10 inspection, maintenance, operation and repair of STORM DRAIN, hereinafter termed  
11 "structure", lay, under and along that certain parcel of land in the City of  
12 Murfreesboro, County of Murfreesboro, State of California, described as follows, to-wit:

13 The westerly 10 feet of the southerly 106.34 feet of the northerly  
14 1056.47 feet of the northeast quarter of the northwest quarter of  
15 Section 34, Township 2 South, Range 5 West, San Bernardino Base  
16 and Meridian.

17 **IT IS HEREBY GRANTED:** That the right to enter upon and to pass and repass over and  
18 along said strip of land, and to deposit tools, implements and other material  
19 thereon by said party of the second part, its officers, agents and employees, and  
20 by persons under contract with it and their employees, whenever and wherever  
21 necessary for the purpose of constructing, reconstructing, inspecting, maintain-  
22 ing, operating or supplying said structure.

23 **IT IS HEREBY WAIVED:** That all the parties of the first part do hereby waive any  
24 claim for any and all damages to the real property owned by the parties of the  
25 first part as a result of the easement hereby granted by this easement, by reason  
26 of the location, construction or maintenance of the structure.

27 **IT IS HEREBY AGREED:** That in the event said structure is constructed, same shall be  
28 constructed in a first-class, workmanlike manner.

29 **IN WITNESS WHEREOF,** the said parties of the first part have hereunto  
30 executed the within instrument the day and year first above written.

31 /s/ Soren M. Petersen

32 /s/ Jennie H. Petersen